

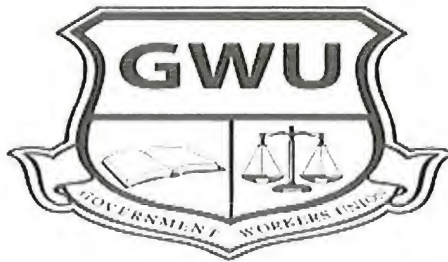
**CONTRACT AGREEMENT**

**BETWEEN THE**



**HAMILTON TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

**AND**



**GOVERNMENT WORKERS UNION**

**September 1, 2012 - August 31, 2013**

## TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
I	PARTIES, PURPOSE, CONSIDERATIONS	3
II	UNION RECOGNITION	3
III	NO DISCRIMINATION	3
IV	MAINTENANCE OF STANDARDS	3
V	DUES DEDUCTION AND AGENCY SHOP	3
VI	PROTECTION OF RIGHTS	4
VII	UNION VISITATION	4
VIII	UNION REPRESENTATIVES	4
IX	NON-UNION PERSONNEL	5
X	HIRING EMPLOYEES	5
XI	LAYOFF NOTICE	6
XII	WORK SCHEDULE	7
XIII	OVERTIME	8
XIV	DISCIPLINE	9
XV	GRIEVANCE PROCEDURE	11
XVI	SENIORITY	12
XVII	TRANSFER RATES	13
XVIII	QUALIFICATIONS FOR HOLIDAYS	13
XIX	HOLIDAYS	13
XX	PERSONAL LEAVE	14
XXI	VACATIONS	14
XXII	SICK LEAVE	15
XXIII	BEREAVEMENT LEAVE	16
XXIV	JURY OR WITNESS DUTY	16
XXV	BINDING FORCE	17
XXVI	SUBCONTRACTING	17
XXVII	SEPARABILITY AND SAVINGS CLAUSE	17
XXVIII	GENERAL CLAUSES	17
XXIX	BENEFITS	20
XXX	MANAGEMENT RIGHTS	21
XXXI	EMPLOYEE RIGHTS	22
XXXII	RETIREMENT	23
XXXII	INJURY LEAVE OF ABSENCE	23
XXIV	FULLY BARGAINED AGREEMENT	25
XXXV	WAGES	25
XXXVI	EMPLOYEE CLASSIFICATIONS	26
XXXVII	DURATION	27
ATTACHMENT A	2012-2013 WAGE SCHEDULE	

#### **ARTICLE I - PARTIES, PURPOSE, CONSIDERATIONS**

1) THIS AGREEMENT is entered into as the 12<sup>th</sup> day of December 2013, between Hamilton Township Municipal Utilities Authority (hereinafter referred to as the "AUTHORITY") and GOVERNMENT WORKERS UNION of Hammonton, New Jersey (hereinafter referred to as the "UNION")

2) WHEREAS, the parties hereto desire to establish the standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the AUTHORITY during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefits.

3) NOW, THEREFORE, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows:

#### **ARTICLE II - UNION RECOGNITION**

The AUTHORITY recognizes the UNION as the sole and exclusive collective bargaining representative for the employees employed by the Authority in the classification set forth in the certification.

#### **ARTICLE III - NO DISCRIMINATION**

The parties hereto agree that neither party shall discriminate against any employee because of their membership or non-membership in the UNION or their participation in activities hereby prescribed, or discriminate against any member of the UNION for any action involving their duties on behalf of the Authority, or against any protected class.

#### **ARTICLE IV - MAINTENANCE OF STANDARDS**

The AUTHORITY agrees not to enter into any other Agreement or Contract, written or oral, with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

#### **ARTICLE V - DUES DEDUCTION AND AGENCY SHOP**

1) The Authority agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the Union and transmit the fee to the majority representative.

2) The deduction shall commence for each Employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notices of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

3) The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of

benefits financed through the dues available only to Members of the Union, but in no event shall the fee exceed eighty-five (85%) per cent of the regular membership dues, fees and assessments.

4) The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the Employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

5) The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township to take any other action other than to hold the fee in escrow pending resolution of the appeal.

6) The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

#### **ARTICLE VI - PROTECTION OF RIGHTS**

1) There shall be no strike or lockouts during the term of this Agreement. The UNION will not engage in, encourage, or sanction strikes, slowdowns, absenteeism, or other interference with the normal operation of the Authority.

#### **ARTICLE VII - UNION VISITATIONS**

1) Upon reasonable notice to the Authority and during regular business hours the Business Agent of the Union, their designated representatives or the local representative, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute.

#### **ARTICLE VIII - UNION REPRESENTATIVES**

1) The AUTHORITY recognizes the right of the UNION to designate a Local Representative and alternate. The alternate will act only in the absence of the Local Representative and in accordance with present practice.

2) The authority of the local representative and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

A) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining

Ordinance.

B) The collection of dues when authorized by appropriate Union action.

C) The transmission of such messages and information which shall originate with, and are authorized by the Union, or its officers, provided such messages and information have been reduced to writing or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interferences with Authority's business.

D) Local representatives and alternates have no authority to take strike action, or any other action interrupting the Authority's business.

3) The AUTHORITY recognizes the limitations upon the local representatives and their alternates, and shall not hold the Union liable for any unauthorized acts. The AUTHORITY in so recognizing such limitations shall have the right to impose proper discipline, including discharge, in the event the local representative has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

4) Stewards shall be permitted reasonable time to investigate, present, and process grievances on the property and off the property, with permission of the Authority, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime, if the steward and employee are scheduled for work during that time.

#### **ARTICLE IX - NON-UNION PERSONNEL**

No non-union personnel shall perform the duties done ordinarily by employees in the bargaining unit; except for the designated NJDEP Licensed Operator for the Authority's water and wastewater systems.

#### **ARTICLE X - HIRING EMPLOYEES**

1) Whenever a vacancy exists for an employment position within the bargaining unit, the AUTHORITY shall provide written notice to the UNION.

2) Temporary employees are permitted to be hired by the Authority for periods of no more than 90 days in duration. If a temporary employee is to be hired, the Authority shall place the Union on Notice. Temporary employees will not be utilized to avoid filling a vacant permanent employment position and are only to be utilized on an as needed basis by the Authority. The 90-day time period shall be calculated on a calendar basis. It is further agreed that the Authority can extend a 90-day temporary employment position for an additional 30 days with the approval of the Union. In the event that a temporary employee is to be hired by the Authority for a permanent position, the time spent by that employee

in the temporary position will be counted toward the 365-day probationary period.

3) Temporary employees may be terminated at any time during the temporary work period.

4) Every new employee shall be on probation for a period of three hundred and sixty-five (365) days.

5) Probationary employees may be terminated at any time during the probationary period. Such termination shall be final and binding, and not subject to the procedures in Article XIV and XV.

6) On the fifteenth (15th) day of each month, the Authority's payroll office shall furnish the Union a written list of all new employees employed during the previous month, as well as any employees retained during the said month after their probationary period.

#### **ARTICLE XI - LAYOFF NOTICE**

1) The AUTHORITY may lay off any employee for purpose of efficiency or economy or other valid reason requiring a reduction of the number of employees.

2) Employees and the Union will be given a forty-five (45) day notice prior to any such layoff.

3) **PREREQUISITE TO LAYOFF:** No permanent employee shall be laid off until all emergency, temporary, and provisional employees and all probationers who are serving their working test period are all separated; nor shall a permanent employee be laid off except in accordance with the procedure as prescribed in these rules. Whenever possible, such employee shall be demoted in lieu of layoff to some lesser position.

4) Layoff or demotion, for all other employees, shall be in the order of seniority. In each instance a determining factor shall be the ability and necessary qualifications to perform the particular job.

5) **NOTICE OF LAYOFF OR DEMOTION:** No employee shall be laid off or demoted in lieu of layoff until the employee and the Union have been given notice in writing, personally or by certified mail, of the date upon which they will be laid off or demoted and the reasons for the action. A copy of such notice will be given to the Union. Such notice shall be served at least forty-five (45) days before the layoff or demotion becomes effective.

#### **ARTICLE XII - WORK SCHEDULE**

##### **1) OPERATIONS**

A) The work schedule shall consist of a forty-hour week, five (5) consecutive days, 7:00 a.m. to 3:30 p.m. except that one (1) employee shall always be scheduled to work a duty shift

from 9:00 a.m. to 5:30 p.m., Monday through Friday. Management may change the work schedule; however, said schedule will not be changed without prior notice to the Union.

B) Employees shall be entitled to one (1) ten (10) minute rest period for every 4-hour working period.

C) Each employee shall be entitled to one (1) thirty (30) minute unpaid lunch period. The lunch period shall normally be from Noon to 12:30 PM or as approved by an employee's Supervisor. No work shall be performed during the lunch period and it shall not be considered time worked.

D) In an emergency situation(s) or in cases where a particular job requires immediate attention, Management may elect to change the normally scheduled times of the rest and lunch periods noted in B) and C) above.

E) Weekend and holiday duty shall be on a rotating basis.

## **2) WEEKEND DUTY**

A) The Authority's operations sector is on a seven (7) day work schedule.

B) Saturday and Sunday obligation is scheduled on a rotating basis.

C) When an employee is scheduled for regular Saturday and Sunday hours, the employee also retains "on call" emergency responsibility for said weekend.

D) Emergency calls begin after regular weekend working hours on Saturday and Sunday until start time Monday morning.

E) The employee scheduled for the weekend will have the next Thursday and Friday as their regular days off without pay. A duty schedule for ninety (90) days will be posted, with a thirty (30) day notice prior to commencement. Employees may switch weekend assignments only with the consent of Management.

F) If an employee on weekend duty cannot work due to illness, injury or an emergency; Management will arrange the weekend schedule among the remaining employees according to seniority or forced in the reverse order of seniority.

G) Management will provide a work assignment for those fulfilling their Saturday and Sunday obligation.

## **3) HOLIDAY DUTY**

A) Employee is "on call" from start time the day of the Holiday to start time the day after.

B) Holiday Duty requires the performance of a regular eight (8) hour work period unless otherwise approved by the duty person's supervisor. If the regular work period is less than eight (8) hours, the employee shall only be paid for the hours worked.

C) Employee shall be responsible for any emergency call(s) within the regular work period. Emergency call(s) outside of the regular work period shall be handled as noted under Article XIII, Sections 3 and 4.

#### **ARTICLE XIII - OVERTIME**

1) All work actually performed in excess of the employee's regular forty (40) hours of work, in any one week, shall be at the overtime rate of one and one-half (1 1/2) times the rate for the job.

2) For all hours worked in excess of eight (8) hours in a day, an employee shall be paid at one and one-half (1 1/2) times the rate for the job.

3) On all emergency call-outs, Monday through Thursday, the employee will be guaranteed two hours before midnight and four hours after midnight up until Operations normal starting time. If an employee is called out within one (1) hour of the normal starting time, the employee will contact the Supervisor prior to answering an emergency call-out. If an employee is called out additional times within the same two (2) or four (4) hour period, no additional time shall be paid to the employee until the original two (2) or four (4) hour period has expired.

4) On all emergency call-outs on Friday, Saturday and Sunday, the employee will be guaranteed four (4) hours up until the employee's normal starting time. If an employee is called out within one (1) hour of the normal starting time, the employee will contact the Supervisor prior to answering an emergency call-out. If an employee is called out additional times within the same four (4) hour period, then no additional time shall be paid to the employee until the original four (4) hour period has expired.

5) For all hours worked on a Holiday, an employee shall be paid at the rate of two (2) times the rate for the job, in addition to the holiday pay.

6) Employees on call shall receive an additional \$38.50 for each day on.

7) Due to the nature of services rendered, advance notice of overtime is often impossible. All overtime will be scheduled by Management. Overtime shall be offered on a rotating basis by seniority or forced in a rotating basis in the reverse order of seniority.

8) During prolonged periods of overtime, employees shall be granted one (1) ten minute paid rest period after the first two (2) hours of overtime, one thirty (30) minute paid rest period following four (4) consecutive hours of overtime and one (1) additional ten (10) minute paid rest period following six (6) consecutive hours of overtime provided the employee is required to continue working after each rest period.

#### **ARTICLE XIV - DISCIPLINE**

1) A. There shall be no discipline or discharge except

for just cause; provided that, probationary and temporary employees, as defined in Article X, may be terminated at any time without cause. Such termination shall be final and binding, and not subject to the procedures in this Article and Article XV.

B. Other than oral reprimands, the employee shall be furnished with a written copy of any disciplinary action taken, with reasons therefore. Copies of all disciplinary notices shall be given in the presence of the Steward and a copy mailed to the Union. The Steward shall be present for all oral reprimands.

C. The employee shall sign for the complaint against said employee as an acknowledgment of receipt, which signature shall not be deemed an admission of guilt or liability.

D. The parties hereto recognize the concept of progressive discipline subject to the terms and conditions of this Article. Discipline may include any or all of the following:

1. Oral reprimand
2. Written reprimand
3. Subject to Suspension without pay
4. Subject to termination

E. The Authority may utilize any or all of the above types of discipline depending on the severity and/or the repetitive nature of the conduct to be disciplined.

F. Employees shall receive an employee interview with the employee Supervisor and Local representative whenever disciplined. Except for oral reprimands, the type and results of the interview, along with any employee response, shall be placed in the employee personnel file.

2) The AUTHORITY shall not discharge any employee until the case has been discussed with the Business Agent in person, except where the provisions of this Article provide for immediate discharge. A representative of the Union must be in personal contact with the Authority within twenty-four (24) hours after receipt of notice by telephone communication of the proposed discharge or suspension, which telephone communication must be placed to the Union during working hours from Monday to Friday inclusive. If there is no response by the Union representative within the twenty-four (24) hour period, the Authority may take appropriate action subject to appeal through the grievance procedure. Discharge must be for just cause after written notice to the employee and the UNION. Any employee may request that the UNION investigate their discharge, suspension, or warning notice. Before a discharge or suspension, the Authority must first have given at least one (1) written warning notice of the complaint against such employee to the employee, with a copy to the steward and the UNION. No warning notice needs to be given to an employee

before they are discharged or suspended if the cause of such action is:

A. Any strike or work stoppage in violation of the law or the terms of this Agreement.

B. Possession of alcohol or illegal drugs, taking illegal drugs and/or alcohol while on duty, being under the influence of alcohol and/or illegal drugs, or disorderly conduct involving the use of alcohol and/or illegal drugs while on duty (duty shall include lunch time)

C. Proven theft or dishonesty

D. Falsifying employee time records through use of the time clock or any other false or fraudulent act involving the Authority.

E. Assault on any officer or employee or other representative of the Authority during working hours or related to Authority business.

F. Failure to obey a direct order of Management.

G. Proven intentional destruction of Authority property.

H. Loss of driving privileges as outlined in the Authority's Driver's License Policy.

The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice.

3) Upon discharge or resignation, the AUTHORITY shall pay all money due to the employee on the pay day of Authority following the discharge or resignation.

4) If an employee is suspended as provided for in this Article, pending final disposition of said suspension, the AUTHORITY shall continue to make the required contribution for health benefits.

5) The AUTHORITY has the right to establish reasonable and necessary rules and regulations governing the work and conduct of its employees.

6) These rules and regulations shall be applied equitably to all employees and a copy of such rules shall be provided at all times to the Union.

7) Changes in such rules and regulations shall be provided immediately to the UNION and posted in a conspicuous place by the Authority.

8) If the UNION objects to any such rule or regulation, the UNION may take such objection through the grievance procedure.

#### **ARTICLE XV - GRIEVANCE PROCEDURE**

1) All grievances or disputes may be handled in the manner provided by this Article. The Union Steward and/or Business Agent may raise the occurrence or knowledge of the occurrence of any potential grievance or dispute with the Superintendent and attempt

to reach a satisfactory solution.

**STEP 1:** If no solution can be reached in the informal grievance procedure with the Supervisor and the Steward and/or Business Agent, the aggrieved employee may put the grievance or dispute in writing within ten (10) days of the occurrence or knowledge of the occurrence and the Steward and/or the Business Agent will submit the written grievance to the Executive Director and the Union. The Business Agent of the Union and the Executive Director shall meet in an attempt to reach a satisfactory resolution. The Executive Director will give a written answer within three (3) working days of the grievance meeting.

**STEP 2:** If the grievance is not settled in STEP 1, it shall be presented in writing to the Chairman of the Authority, or designee, within ten (10) working days of the receipt of the written decision rendered in STEP 1. The Chairman of the Authority, or designee, shall meet with the Union within five (5) days of receipt of the grievance. The Chairman of the Authority, or designee, shall give their decision in writing within five (5) working days of the date of the said grievance meeting.

**STEP 3:** If the grievance is not settled in STEP 2, the Union, within fifteen (15) working days of receipt of the written decision rendered in STEP 2, may submit the grievance to an Arbitrator from PERS who is mutually agreeable to both parties. The fee of the Arbitrator shall be borne equally by the Authority and the Union.

2) A grievance may be filed by the Union at its own instigation or at the request of any employee covered under this Agreement instead of any individual employee.

3) The AUTHORITY will not implement any change in the operation which adversely affects the wages, hours, or working conditions of its employees, except in cases of emergencies, without first discussing the matter thoroughly at a meeting with the Business Agent of the UNION. If the UNION objects to such changes in the operation it may, in its discretion, take the matter through the grievance procedure set forth above and the New Jersey Public Employees Relations Commission (PERC).

Nothing herein shall prevent the parties from mutually agreeing to extend the time limits providing for processing the grievance at any step in the grievance procedure.

#### **ARTICLE XVI - SENIORITY**

1) Seniority is defined as an employee's total length of service with the Authority.

2) If a question arises concerning two or more employees who are hired on the same date the following shall apply:

A. If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already

shown on the Authority's payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given by flipping a coin.

3) The AUTHORITY shall maintain an accurate, up to date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to a representative of the Union once a year in January, unless otherwise requested in writing by the Union.

4) In cases of promotions (temporary or permanent), demotions, layoffs, recalls, vacation schedules and other situations where substantial employee advantages are concerned, an employee with the greatest amount of seniority shall be given preference provided they have the ability to perform the work involved in those cases where it is applicable.

5) When it becomes necessary to lay off employees, the AUTHORITY will notify the local representative and the UNION of the names of the employees to be laid off, at least two (2) working days in advance of notification to the employee. The local representative shall use this information only for the purposes of checking the seniority list and of consulting with management when there appears to be reason to disagree with the selection of employees to be laid off

6) Seniority shall terminate:

A) When an employee is discharged;

B) When an employee voluntarily quits their employment;

C) At the end of twelve (12) months after an employee is laid off for lack of work;

D) Any employee laid off for lack of work, who, within fourteen (14) days does not report for work to their own department after being notified in writing, mailed to their last known address to report, will be considered as having terminated their employment.

E) When an employee does not return to work on or before the expiration date of their authorized leave of absence.

7) An employee may hold only one (1) regular and one (1) temporary job at the same time.

8) Employees laid off for lack of work, when called back to work, shall be re-employed in the unit in order of their seniority and in accordance with seniority provisions set forth herein.

9) Any employee that has been laid off, resigned, quit, or been discharged shall receive vacation pay up to the date of such action pro rata for that year.

10) Continuous service shall not be broken by layoffs caused by lack of business, as long as seniority is maintained.

#### **ARTICLE XVII - TRANSFER RATES**

An employee, in Grade II, III or IV temporarily transferred to the Foreman's position will receive the Foreman's supplemental rate in additional compensation to that of the employee's base pay from the date and hour of the temporary transfer.

#### **ARTICLE XVIII - QUALIFICATIONS FOR HOLIDAYS**

1) Holidays that fall on a Sunday shall be celebrated on the following Monday. Holidays that fall on a Saturday shall be celebrated on the preceding Friday.

2) Holidays which fall within an employee's vacation period shall be credited as a Holiday and the employee's vacation period shall not be charged for a vacation day.

3) The rate of pay for a Holiday shall be at the employee's normal rate of pay.

#### **ARTICLE XIX - HOLIDAYS**

1) All full time employees will be entitled to receive eight (8) hours pay at the straight time rate for the following holidays:

New Year's Day	Martin Luther King Day
Presidents Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Election Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	

2) No employee shall be paid for a holiday when they are absent from their regular scheduled duty, the day before or the day after a holiday, unless they are on scheduled leave or provide a medical certification.

#### **ARTICLE XX - PERSONAL LEAVE**

1) All full time employees shall be entitled to twenty-four (24) hours of personal leave in each year of the contract for necessary and important reasons. Requests for personal leave must be submitted to the employee's Supervisor for approval at least two (2) days in advance of the leave sought, which approval shall not be unreasonably withheld. Said personal leave may not be accumulated or payable upon separation/termination.

2) Personal leave shall be taken in a minimum of one (1) hour increments.

#### **ARTICLE XXI - VACATIONS**

1) Vacation leave shall accrue each month from the employee's date of employment for each year, with pay, according to

the following length of employment.

2) January 1st of each year the full amount of vacation time shall be allotted as follows:

1-5 years	96 hours
6-10 years	144 hours
11-20 years	160 hours
21 years and up	200 hours

3) Employees wishing to take vacation leave of forty (40) hours or more shall be scheduled by seniority and employees are required to notify their Supervisor by April 30th of each calendar year. Employees wishing to take vacation in leave of less than forty (40) hours shall be required to notify their Supervisor five (5) days prior to taking such vacation leave. After April 30th, vacation leave shall be granted on a first request basis, regardless of seniority, except in cases where the same leave is requested on the same day, than seniority shall govern.

4) Employees shall be allowed to carry fifty-six (56) hours of vacation leave into the following year. Carry over vacation leave must be taken by March 31st of the following year.

5) The Authority shall not buy back any unused vacation leave.

6) Any employee that has been laid off, resigned, quit, or been discharged shall be paid for all accrued vacation leave up to the date of their termination. In the event of an employee's death, the employee's beneficiary shall be entitled to all of the employee's earned vacation leave.

7) Vacation leave may be paid prior to the employee going on vacation, as long as the employee takes a minimum of forty (40) hours vacation and provides at least two (2) weeks of notice to the Authority.

8) Vacation leave will be paid at employee's normal rate of pay.

9) An employee, who commences work at the Authority after January 1 of each year, shall accumulate eight (8) hours vacation leave per month for the remainder of that year through December 31. For calculation purposes, an employee who was hired following the 15th day of each month will not be entitled to accrue vacation leave for that month. In addition, while an employee may accrue vacation leave during their probationary period, the employee will not be permitted to take said accrued vacation leave until the probationary time period has ended and the individual becomes a regular employee of the Authority.

10) Temporary employees, as defined in Article 10, are not entitled to vacation leave.

11) Vacation leave shall be taken in one (1) hour increments. Emergency circumstances requiring leave of less than

one (1) hour may be taken in half (1/2) hour increments with the permission of the Supervisor.

#### **ARTICLE XXII - SICK LEAVE**

1) Sick leave shall be defined as the absence from duty of an employee because of personal illness, accident or exposure to contagious disease.

2) Sick leave may also be taken to attend to an employee's spouse, child, foster child, legal ward, parent or parent-in-law living in the employee's household who is ill and requires the presence of the employee. Sick leave taken to attend to a family member shall be documented in writing to the Executive Director or Administrator of the Authority.

3) Sick leave shall accrue for full time employees on the basis of eight (8) hours per month of employment from the date of their appointment as a regular employee. Sick leave can be accumulated from year to year. Sick leave shall be taken in one (1) hour increments.

4) In the event an employee is absent for twenty-four (24) consecutive working hours utilizing sick leave as defined hereinabove, the Authority shall require the submission of a doctor's certificate prior to the employee reporting back to work.

5) Any member who has exhausted their accumulated sick leave by reason of illness as proved to the satisfaction of the Authority Executive Director may be continued on the Authority medical, dental, and prescription programs under the Family Medical Leave Act.

6) An employee who does not expect to report to work on any working day because of personal illness or for any other reason set forth hereinabove, shall notify the Authority by telephone or personal messenger within one hour prior to the employee's starting time, except in emergency circumstances, but in no event later than the shift reporting time. Failure to do so can result in a loss pay for the period of absence and may be cause for disciplinary action.

7) Upon an employee's retirement under PERS, total disability under PERS or death; the Authority will pay said employee or their estate for the sick leave accumulated at the State or Federal minimum hourly wage, whichever is greater, not to exceed \$5,000.00 contingent upon the employee having ten (10) years of consecutive service to the Authority. Accumulated sick leave is not payable upon any other separation or termination.

#### **ARTICLE XXIII - BEREAVEMENT LEAVE**

1) In case of a death in the employee's family, the employee shall be granted time off without loss of pay not to exceed twenty-four (24) consecutive working hours, eight (8) of which shall be

the day of the funeral. Employee's family shall be defined as: spouse, parents, parents-in-law, step parents, sisters, brothers, children, foster children, mother-in-Law, father-in-Law, grandparents, grandparents-in-law and grandchildren. In addition to the bereavement leave described above, an employee shall also be permitted to take sixteen (16) hours of sick leave for the death of an employee's spouse, parent, parent-in-law, sibling, and child.

2) An employee shall be permitted to take up to eight (8) hours sick leave for the death of an aunt, uncle or cousin.

3) The employee must submit a death certificate or copy of a newspaper obituary notice as proof of such death to the Employer.

#### **ARTICLE XXIV - JURY OR WITNESS DUTY**

1) Any regular full time employee who loses time from their job because of jury duty or as a subpoenaed witness in a court action, as certified by the Clerk of the Court, shall be paid by the AUTHORITY the difference between their daily base rate of pay (up to maximum of the eight (8) hours per day) and the daily jury fee, subject to the following conditions:

A. The employee must notify their Supervisor immediately upon receipt of a summons for jury service.

B. The employee has not voluntarily sought jury service.

C. The employee is not attending jury duty during vacation and/or other time off from Authority employment

D. The employee submits adequate proof of the time served on the jury and the amount received for such service.

2) If an employee is able to return to work the day of jury duty, the employee will be allowed to take their normal lunch period.

3) If the employee does not have to report to jury duty on any workday, they must thereafter report to work at the Authority. This day's work will not be counted as extra pay for that day. If the employee does not report to work they shall lose that day's pay and may be subject to disciplinary actions.

#### **ARTICLE XXV - BINDING FORCE**

This Agreement and all its covenants herein contained shall inure to the benefits of and be binding upon both parties, their legal representatives, heirs, successors and assigns.

#### **ARTICLE XXVI - SUBCONTRACTING**

The AUTHORITY agrees not to subcontract any of its operations, which would result in a layoff of an employee in the Collective Bargaining Agreement.

#### ARTICLE XXVII - SEPARABILITY AND SAVINGS CLAUSE

1) If any article or section of the Agreement or any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2) In the event that any article or section is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

3) This provision of this Agreement shall be subject to and subordinated to and shall not annul or modify existing applicable provisions of state and local laws.

#### ARTICLE XXVIII - GENERAL CLAUSES

1) The AUTHORITY shall provide each employee with eleven (11) sets of uniforms every two (2) weeks and one (1) winter jacket and one (1) fall jacket. The winter and fall jacket will be replaced on an as needed basis.

2) The Authority shall provide each employee \$300.00, \$150.00 in October and \$150.00 in March, towards shoes each year.

3) All wearing apparel, tools and devices supplied by the Authority to the employee for the purpose of safety and health must be worn and/or utilized by the employees. Failure to utilize this equipment may subject the employee to disciplinary action by the Authority.

4) MILITARY LEAVE: Any employee, who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice prior to the effective date of such leave.

5) EDUCATIONAL ASSISTANCE: The Authority shall prepay the cost of tuition, books and supplies for employees enrolling in courses required to obtain a Certification in the following areas: Electrical, Electronic, Plumbing/Welding and Diesel/Small Engine. The courses for each Certification are as outlined in TABLE A. The employee shall first obtain the permission of the Executive Director prior to enrolling in the course. The

employee shall provide the Authority with a "Certificate of Completion" or other proof that he or she satisfactorily completed the course.

In the event that an employee fails to satisfactorily complete the course, the employee shall reimburse the Authority for the costs expended. The employee may elect to have the Authority deduct the prepaid costs from the employee's paycheck over a two (2) year period. If the employee wishes to enroll in the same or different course, the employee will be required to pay for the cost of tuition, books and supplies. The Authority will reimburse the employee upon completion of the course, the submission of a "Certificate of Completion" and the submission of receipts. Upon the successful completion of two (2) consecutive courses, the Authority will again prepay the cost of tuition, books and supplies for the employee's enrollment into a course required for Certification.

Courses shall be taken, so as to not conflict with regular working schedules. An employee shall not be compensated for any time spent in taking courses or in study or preparation for course work.

The Authority, upon the employee's completion of a course and the submission of a "Certificate of Completion", will increase the employee's hourly rate in accordance with the schedule outlined in TABLE A.

**TABLE A**  
**VOCATIONAL PROGRAM CERTIFICATIONS**

CERTIFICATION	CLASSES	HOURS	Hourly
Diesel/Small Engine	EM001 Basic Automotive Maintenance & Repair	36	.10
	EM002 Diesel Mechanics -Intermediate	36	.15
	EM016 Advanced Diesel Mechanic	36	.15
	Total	144	.50
Electrical	BT007 Electricity I	78	.30
	BT008 Electricity II	78	.30
	BT009 Commercial Electrical Wiring, Motors &	36	.15
	Total	192	.75
Electronics	BE005 Basic Electronics I	52	.15
	BE006 Basic Electronics II	52	.15
	BE007 Digital Electronics	52	.20
	Total	156	.50

Plumbing/Welding	BT010 Plumbing I	72	.20
	DT011 Plumbing II	72	.20
	BT012 Basic Welding	36	.10
	Total	180	.50

Based on the course offerings at the Atlantic County Institute of Technology. Course offerings shall be reviewed and verified periodically with the School and courses may be added or deleted based upon availability and discussions with the Union. Certification pay would commence upon successful completion of the required courses. The Executive Director, on a case-by-case basis, may consider alternate Education/Courses and/or Certifications.

7) NJDEP OPERATOR LICENSING

A. NJDEP CLASSES (Prerequisite Courses): The Authority shall prepay the cost of tuition, books and supplies for employees enrolling in the Introduction to Water & Wastewater, Advanced Water and Advanced Wastewater Collection Systems courses required by NJDEP as a prerequisite in order to obtain an Operator License (T, W or C licenses). An employee cannot take the Advanced Water or Wastewater Collection System course without first successfully completing the Introduction to Water & Wastewater course and receiving a Level 1 license in the applicable discipline (T or W for water related and C for collection system related).

The employee shall first obtain the permission of the Executive Director prior to enrolling in the course. The employee shall provide the Authority with a "Certificate of Completion" or other proof that the employee satisfactorily completed the course. If the employee fails to satisfactorily complete the course, the Executive Director, on a case-by-case basis, may elect to have the employee reimburse the Authority for the costs expended. If the Executive Director requires the employee to reimburse the Authority, the prepaid costs will be recouped over a two (2) year period from the employee's paycheck.

Courses shall be taken, so as to not conflict with regular working schedules. An employee shall not be compensated for any time spent in taking courses, studying or preparing for course work. The employee, with the Executive Director's permission, shall be allowed the use of an Authority vehicle to travel to and from the course location.

B. NJDEP OPERATOR EXAMS: The Authority shall compensate the employee for the time spent taking the first examination for a NJDEP T-1, T-2, T-3, W-1, W-2, W-3, C-1, C-2 and C-3 operator license(s) if the examinations are only offered during the regular workday. If the employee does not

pass the examination on the first try, the employee may take vacation or personal leave to take a subsequent examination(s) for the particular license(s). If any of the NJDEP examinations are offered at night, the employee shall not be compensated for that time. The employee, with the Executive Director's permission, shall be allowed the use of an Authority vehicle to travel to and from the examination location during a first attempt.

C. NJDEP OPERATOR LICENSE TCHs: The Authority will ensure employees having NJDEP operator licenses obtain the required NJDEP Technical Contact Hours (TCHs) to maintain their operator license(s).

D. Upon receiving an applicable NJDEP operator license, the Authority will reimburse an employee for the cost of the initial application and licensing fee and the annual renewal fee.

#### **ARTICLE XXIX - BENEFITS**

1) MEDICAL INSURANCE: The Authority shall provide medical insurance on behalf of its full-time regular employees through the State of New Jersey Health Benefits Plan (Plan) or equal. The EMPLOYEE shall pay his/her share of the medical insurance premiums as required by the State of New Jersey under Chapter 78, PL 2011. The AUTHORITY agrees to provide advance notice to the UNION of any plan changes.

The age of dependent coverage is subject to changes in plan coverage imposed by insurance regulations or by law.

2) PRESCRIPTION INSURANCE: The AUTHORITY shall provide a prescription drug program on behalf of its full-time regular employees through the State of New Jersey Health Benefits Plan (Plan) or equal. An employee's co-payment for prescriptions shall be as defined under the Plan. The AUTHORITY reserves the right to select the provider (including self-insurance) so long as the benefit level is not lower than that offered under the Plan. The AUTHORITY agrees to provide advance notice to the UNION of any plan changes, including prescription co-payments. It is recognized that this plan is subject to changes in coverage imposed by insurance regulations or by law. The EMPLOYEE shall pay his/her share of the prescription insurance premiums as required by the State of New Jersey under Chapter 78, PL 2011.

3) DENTAL INSURANCE: The AUTHORITY will provide a dental program on behalf of its full-time regular, and their eligible dependents. The AUTHORITY shall have the right to select a provider based upon cost (including self-insurance) in the event substantially equivalent benefits are provided. The AUTHORITY agrees to provide advance notice to the UNION of any plan changes. The EMPLOYEE shall pay his/her share of the dental insurance premiums

based on the percentages outlined by the State of New Jersey under Chapter 78, PL 2011. An employee's co-payment for dental services shall be as defined under the Plan.

4) OPTICAL INSURANCE: The AUTHORITY will continue to provide an optical program on behalf of its full-time regular employees, and their eligible dependents. The AUTHORITY shall have the right to select a provider based upon cost (including self-insurance) in the event substantially equivalent benefits are provided. The AUTHORITY agrees to provide advance notice to the UNION of any plan changes. The EMPLOYEE shall pay his/her share of the optical insurance premiums based on the percentages outlined by the State of New Jersey under Chapter 78, PL 2011. An employee's co-payment for optical services shall be as defined under the Plan.

#### **ARTICLE XXX - MANAGEMENT RIGHTS**

The following management rights are retained by the AUTHORITY, subject to the terms and conditions as expressed in this Agreement:

1) The executive management and administrative control of the Authority and its properties and facilities, which includes the management and control of the work activities of its employees.

2) The AUTHORITY shall determine any different or improved procedures, techniques, equipment and machinery to be utilized in the management and operation of the Authority.

3) The AUTHORITY shall hire all employees and, subject to the provisions of law, shall determine the qualifications and conditions of continued employment, subject to the terms and conditions of this Agreement.

4) The AUTHORITY has the right to suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to law, subject to the terms and conditions of this Agreement.

5) The exercise of the above Management Rights by the Authority, the adoption of policies, regulations and practices for the furtherance thereof, and the use of judgment and discretion by the Authority in connection therewith, shall be subject to the terms and conditions of this Agreement.

6) The Executive Director, on behalf of the Authority, shall administer this agreement. The Executive Director has all of the rights and privileges of a Supervisor and may perform the Supervisor's duties as noted elsewhere in this agreement. If the Union disagrees with the Executive Director's administration of this agreement, the Union shall have the right to petition the Board.

7) Nothing contained herein shall be construed to deny or restrict the Authority of any of its rights and responsibilities as set forth in N.J.S.A. 40:14B-1 et seq., or any other applicable Federal or State laws or regulations.

#### ARTICLE XXXI - EMPLOYEE RIGHTS

1) Representatives of the Union shall be permitted time off to attend negotiating sessions, without pay, provided the efficiency of the Authority is not affected thereby.

2) Any employee shall have the right to inspect his personnel file upon eight (8) hours of notice to the Authority, when reasonable. The Authority agrees to notify the individual employee if any material adverse to the employee is placed in his personnel file.

3) The following shall represent the employee's protection of rights:

A. An employee shall have the right to UNION representation at each and every step of the grievance procedure set forth in this Agreement.

B. An employee shall not be required to submit to a disciplinary investigation by the AUTHORITY and/or representatives of the AUTHORITY without UNION representation present at such investigation.

C. No recording devices of any type shall be used during such disciplinary investigation.

D. In all disciplinary hearings and/or hearing designed for the appeal of a disciplinary action already taken, the employee shall be entitled to a UNION representative, or their designee.

E. In all disciplinary hearings or hearings designed for the appeal of any disciplinary action, the employee and/or his Union representative shall have the right to introduce evidence and witnesses in their behalf. Furthermore, the employee and/or their Union representative shall be granted the right to cross-examination of any and all witnesses against him.

F. No employee shall be intimidated, coerced, or suffer any reprisal by the Authority for having exercised his rights under this Agreement

#### ARTICLE XXXII - RETIREMENT

The employee shall be eligible to participate in the New Jersey Public Employees Retirement System in accordance with applicable statutes.

#### ARTICLE XXXIII - INJURY LEAVE OF ABSENCE

1) Any employee who is a member of the Union and who is disabled by injury or illness, whether work related or not, shall be permitted a leave of absence without pay for a period not to exceed six (6) months, provided that such injury or illness is certified as such by a physician designated by the Authority or acceptable to the Authority.

2) The AUTHORITY shall continue to pay previously paid benefits for an employee on an injury leave of absence during said time period, except that an employee disabled by injury or illness not work related shall be required to pay pension and life insurance payments.

3) An employee seeking an injury leave of absence shall be required to request same in writing to the Authority.

4) The Authority reserves the right to terminate an employee on injury leave of absence beyond the six (6) month time period. Any request for an extension of injury leave of absence beyond the six (6) month time period shall be submitted in writing to the Authority at least thirty (30) days prior to the expiration of the six (6) month period setting forth all reasons for such request. The Authority shall determine all such requests on a case by case basis and advise the employee in writing of its decision; however, the Authority shall grant a ninety (90) day extension to any employee who submits a medical document indicating a return to work date within that ninety (90) day period.

5) Any employee granted an extension on an injury leave of absence shall be required to pay for all benefits previously paid by the Authority.

6) An employee who is injured, whether slight or severe, while working for the AUTHORITY must make an immediate report prior to the end of the said shift to their Supervisor or as soon as the injury manifests itself to the employee. Failure to report such an injury may result in the failure of the employee to receive any compensation under this Article.

7) In the event the Authority's physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Authority physician, then the Authority and the employee shall mutually agree upon a second physician and the costs of same shall be borne equally by the employee and Authority. The determination of the second physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the second physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

8) In the event the physician designated by the Authority determines that the employee would be fit to return to light duty, the physician shall contact the Authority prior to the employee leaving the physician's office. In the event the Authority in its discretion determines that it is able to utilize the employee's services on a light duty basis, the employee shall be permitted to return to work on that basis until they are able to resume their full duties. If the Authority in its discretion determines that it is unable to utilize the employee services on a light duty

basis, then the employee shall be placed on injury leave pursuant to this Article.

9) In the event the Authority can prove that an employee has abused their privileges under this Article, the employee shall be subject to disciplinary action by the Authority, up to and including termination.

10) If the employee's injury is due to their failure to wear or utilize safety wearing apparel, tools and/or devices supplied by the Authority, the employee may be subject to disciplinary action by the Authority.

11) Any employee sustaining injuries which are compensable under the Worker's Compensation Act, but which do not prevent him from performing his usual duties, but do require that he visit the office of the Authority designated insurance physician for the purpose of obtaining further treatment during working hours, shall not suffer loss of wages because of said medical visits.

12) Any employee who is injured on the job and sent to obtain medical attention shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day. The ability to perform work shall be determined by the doctor and/or the medical report rendered.

13) When an employee is unable to work for any extended period of time due to an injury or illness not work related all accumulated sick leave shall be exhausted before receipt of State Disability.

14) When filing a Worker's Compensation claim, employees are not required to exhaust their accumulated sick time. The number of sick and vacation hours accumulated at the time of the Worker's Compensation claim will be held at said number until the employee returns to work. Upon return to work sick time will again being to accrue. Any employee returning to work prior to the 16th of that month would be entitled to the time accrued in that month.

15) For those benefits requiring employee contributions, the employee will be required to make these payments during such period of disability whether work related or not.

16) Sick leave and vacation time do not accrue during injury leave of absence whether work related or not.

#### **ARTICLE XXXIV- FULLY BARGAINED AGREEMENT**

This Agreement shall represent and incorporate the complete and final understanding by the parties of all bargainable issues which were or would have been the subject of collective negotiations.

#### **ARTICLE XXXV - WAGES**

1) The Employee Wage Schedule for FY2012-2013 is listed in Attachment A and covers all employees.

The following notations apply to the wage schedules  
(Reference Attachment A):

Not eligible for additional compensation. Required for next grade, otherwise pay continues at applicable rate from previous grade.

- \*1 Requirement to move from Grade II to Grade III
- \*2 Requirement to have at least one NJDEP Level 1. license to move from Grade III to Grade IV. No additional compensation for NJDEP Level I licenses.
- \*3 Employee must successfully complete the Introduction to Water & Wastewater class and have a Level 1 license in the appropriate discipline to be eligible for the Advanced Water or Collection System classes.  
Upon receipt of either a T2 or W2 or higher NJDEP license, an employee will no longer be eligible for the Advanced Water class rate.  
Upon receipt of a C2 or higher NJDEP license, an employee will no longer be eligible for the Collection System class rates.

**Note:** The **MAXIMUM RATE** does not include the Foreman/Acting Foreman rate nor the Advance Water Class or Collection System Class

#### **ARTICLE XXXVI - EMPLOYEE CLASSIFICATIONS**

Employee Classification shall be as follows:

- **Water/Sewer Worker:** Grades I, II, III, IV with additional designations per the Employee Wage Schedule.
- **Foreman**

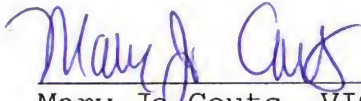
**ARTICLE XXXVII - DURATION**

1) This Agreement shall be effective September 1, 2012 and shall continue in full force and effect up to and including August 31, 2013 and shall continue from year to year thereafter unless either of the parties hereto shall give to the other ninety (90) days written notice prior to the original termination date or prior to the end of any subsequent year of an intention to terminate the Agreement.

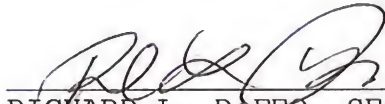
2) In the event of an inadvertent failure by either party to give the notice set forth in Section 1 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be the ninety-first (91<sup>st</sup>) day following such notice.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement on the 11<sup>th</sup> day of December 2013.

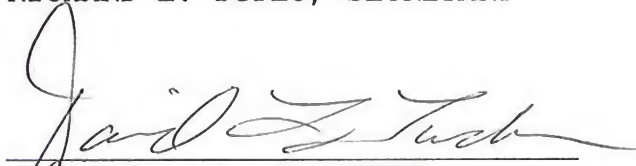
FOR THE AUTHORITY

  
\_\_\_\_\_  
Mary Jo Coutts, VICE CHAIR

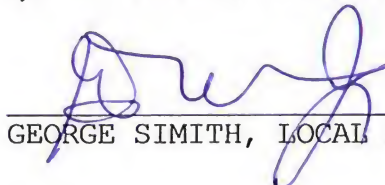
ATTEST:

  
\_\_\_\_\_  
RICHARD L. DEFEQ, SECRETARY

FOR THE UNIOIN

  
\_\_\_\_\_  
DAVID TUCKER, PRESIDENT

ATTEST:

  
\_\_\_\_\_  
GEORGE SIMITH, LOCAL REPRESENTATIVE

# ATTACHMENT A FY 2012-2013 WAGE SCALE CHART

## Summary of FY 2012-2013 Wages

	Grade IV	Grade III	Grade II	Grade III	Grade II	Grade II	Grade II	Grade III
	Albert Carey	Richard Cook	Joshua Haes	Andrew Liepe	Jon Moratelli	George Smith	Tom Veach	
Regular Wages	\$60,299.20	\$45,614.40	\$31,004.09	\$55,286.40	\$38,042.70	\$41,100.80	\$48,006.40	
Overtime Wages	\$2,087.28	\$2,368.44	\$1,991.39	\$5,023.64	\$3,174.63	\$1,615.38	\$4,258.26	
Double Time Wages	\$695.76	\$1,228.08	\$508.00	\$1,036.62	\$1,034.46	\$671.84	\$1,177.08	
Total	\$63,082.24	\$49,210.92	\$33,503.48	\$61,346.66	\$42,251.79	\$43,388.02	\$53,441.74	

Lump Sum Payment of 2% of FY2012-2013 Wages & 2.0% increase carried over in the base wages to start at the beginning of FY2013-2014. FY 2013-2014 increase to be negotiated.

### Lump Sum

2.0%	\$1,261.64	\$984.22	\$670.07	\$1,226.93	\$845.04	\$867.76	\$1,068.83	
Existing BASE HOURLY WAGE	\$27.49	\$21.08	\$17.51	\$21.08	\$17.51	\$17.51	\$21.08	
Base Hourly Wage Used*	\$24.64	\$21.08	\$17.51	\$21.08	\$17.51	\$17.51	\$21.08	
Increase at 2%	\$0.49	\$0.42	\$0.35	\$0.42	\$0.35	\$0.35	\$0.42	
New Base Wages@ End of FY2012-13	\$27.98	\$21.50	\$17.86	\$21.50	\$17.86	\$17.86	\$21.50	

\*Based on Wage Schedule - Grade IV base was used for Al Carey when calculating 2% increase in base hourly wages.

Base Wage Rates do not include other eligible items from the current wage schedule.

Total Hourly Wage @ End of FY2012-13	\$29.48	\$22.35	\$18.61	\$27.00	\$19.61	\$20.11	\$23.50	
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